

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CTA21019L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy, hereinafter referred to as "Conservancy"

CONTRACTOR NAME

Placer County Department of Public Works, County of Placer

2. The term of this Agreement is:

START DATE

July 1, 2022 or upon signature by all parties, whichever is later.

THROUGH END DATE

March 15, 2024

3. The maximum amount of this Agreement is:

\$ 300,000 Three Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|------------------|--------------------------------------|-------|
| | Grant Agreement | 8 |
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| + - Exhibit C | List of Assurances | 2 |
| + - Exhibit D | Request for Disbursement Template | 2 |
| + - Exhibit E | Eligible and Ineligible Costs | 1 |
| + - Exhibit F | Reporting and Data Requirements | 4 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Placer County Department of Public Works

CONTRACTOR BUSINESS ADDRESS

3091 County Center Drive, Ste. 220

CITY

Auburn

STATE

CA

ZIP

95603

PRINTED NAME OF PERSON SIGNING

Ken Grehm

TITLE

Director of Public Works

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER

CTA21019L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTING AGENCY ADDRESS

1061 Third Street

CITY

South Lake Tahoe

STATE

CA

ZIP

96150

PRINTED NAME OF PERSON SIGNING

Jane Freeman

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

GRANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the California Tahoe Conservancy ("Conservancy") and Placer County ("Grantee") and is effective upon the date which this Agreement has been fully executed by both parties.

1. Scope of Agreement

The Conservancy, pursuant to its resolution of March 17, 2022 and Section 66907.7 of the Government Code, grants to Grantee, a sum not to exceed **Three Hundred Thousand Dollars (\$300,000)**, subject to the terms and conditions set forth below.

These funds shall be used for the Scope of Work described in **Exhibit A**, for the planning of the Flick Point II Water Quality & Ecosystem Improvement Project.

The Grantee hereby agrees to complete the Scope of Work in accordance with:

- a. The terms and conditions of this Agreement; and
- b. The Budget Detail and Grant Schedule as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Scope of Work.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- a. Exhibit A, Scope of Work;
- b. Exhibit B, the Budget Detail and Grant Schedule;
- c. Exhibit C, the Grantee's List of Assurances;
- d. Exhibit D, Request for Disbursement Form;
- e. Exhibit E, Eligible and Ineligible Costs; and
- f. Exhibit F, Reporting and Data Requirements.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work; (3) the Budget Detail and Grant Schedule; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Reporting and Data Requirements; and (7) the Request for Disbursement Form.

3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon the Grantee's submission of a modified

GRANT AGREEMENT

Scope of Work and the written approval of the Conservancy's Executive Director (or designee).

4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third-party contractor and the Conservancy.

5. Publicity and Acknowledgment

The Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

6. Copies of Data, Plans and Specifications, Reports

The Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery of all related data in the format requested. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making reimbursement or final payments.

GRANT AGREEMENT

7. Scope of Work Completion

The Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit B**. Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F**. Progress reports shall be submitted at least semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit B**. A request for final payment shall be submitted in conjunction with, but not as a portion of, the Final Report.

9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

10. Costs and Disbursements

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Grant Budget described in **Exhibit B**, a total amount not to exceed the amount of this grant.

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed, and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Scope of Work. Upon substantial completion of the Scope of Work, the amount withheld may be reduced by the Conservancy to not less than five percent (5%).

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

GRANT AGREEMENT

11. Term of Agreement; Termination

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties. The term of the Agreement shall run from the effective date through March 15, 2024 unless otherwise terminated or amended as provided herein.

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days notice in writing.

In the event of termination by the Conservancy, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement, or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This Section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

12. Liability

The Grantee shall be responsible for, indemnify, and save harmless the Conservancy, its Director(s), agent(s), and employee(s) from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for active negligence of the Conservancy, its Director(s), agent(s), or employee(s). The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

GRANT AGREEMENT

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee, and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged that Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Director(s), agent(s), or employee(s), for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

13. Travel

Travel related expenses may not exceed the State travel reimbursement rate. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Grantee unless specifically authorized. These travel costs shall include airfare, rental car, and overnight accommodations, if necessary.

14. Audits/Accounting/Records

The Grantee shall establish an official file for the grant. The file shall contain adequate documentation of all actions that have been taken with respect to the grant Scope of Work.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

GRANT AGREEMENT

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved for a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Scope of Work. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

16. Assignability

Without the written consent of the Conservancy or its successors, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

17. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

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18. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

Should an amendment become necessary, a written request must be submitted to the Grant Coordinator no later than ninety (90) days prior to the term of this Agreement. The approval of an amendment is at the sole discretion of the Conservancy and may require additional authorization from the Conservancy's governing board.

19. Grant Coordinator(s)

Jen Greenberg, (or such other person(s) as the Executive Director may designate from time to time), is designated the Conservancy's Grant Coordinator for this grant. The Grantee's officer with responsibility for administering this Agreement is Andy Deinken, Project Lead, or their designee.

20. Conservancy Approvals

All actions and approvals, required to be taken by the Conservancy under this Agreement, may be taken by the Executive Director or a designee.

21. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Project Lead, Andy Deinken, or their designee.

22. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that the Conservancy granted up to Three Hundred Thousand Dollars (\$300,000) for the Flick Point II Water Quality & Ecosystem Improvement Project.

23. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

GRANT AGREEMENT

24. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

25. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

EXHIBIT A

Scope of Work

Project: Flick Point II Water Quality & Ecosystem Improvement Project

Project Location: Placer County, on the north side of Lake Tahoe, in the neighborhood on the western edge of the Carnelian Bay, CA community west of Flick Point.

Timeframe: 2022 – 2024

Summary: This Scope of Work relates to activities Placer County ("Grantee") will conduct for the Flick Point II Water Quality & Ecosystem Improvement Project ("Project"). The Grantee will conduct public outreach, planning activities, and environmental analysis for proposed project improvements. The Grantee will evaluate alternatives for a paved shared-use trail, restoration of the crossing at Watson Creek, and water quality improvements in the neighborhood to the west of Carnelian Bay Ave. The Grantee will prepare and submit an environmental impact analysis in compliance with the California Environmental Quality Act (CEQA).

Work Tasks:

Task 1 – Public Meetings and Outreach

The Grantee will prepare a Public Engagement Plan (PEP) to guide outreach efforts and engage a diverse range of residents, visitors, community organizations, and local officials. The PEP will describe outreach methods, events, and strategies and document the desired goals for the public process. The Grantee will facilitate and solicit public engagement and input on the Project. The Grantee will use a combination of public engagement events to allow for broad participation and address the need for physical distancing, as appropriate.

Task 1 Deliverables:

1. Public Engagement Plan; and
2. Public Meeting Summaries.

Task 2 – Planning and Design

The Grantee will complete initial planning and design of the Project. This task includes the various internal meetings between the Grantee and their consultants.

In planning the Project, the Grantee will evaluate alternatives for a paved shared-use trail, restoration of the crossing at Watson Creek, and water quality improvements in the neighborhood to the west of Carnelian Bay Ave. The Grantee will coordinate the planning process with other projects in the vicinity, including the Dollar Creek Shared-Use Trail. The Grantee will conduct research for a better understanding of any previous work and documents, review existing conditions, and prepare a Feasibility Report summarizing existing conditions, issues, and opportunities.

The Grantee will develop conceptual site plan alternatives, which will illustrate unique qualities of each alternative and a comparative analysis that addresses opportunities/benefits, challenges/constraints, and preliminary probable costs. The Grantee will then provide a Preferred Alternative Report for Conservancy review. The Grantee will prepare the Preliminary Design documents (35% Plans, Specifications, and Estimates) that will incorporate information gathered throughout the process.

Task 2 Deliverables:

1. Feasibility Report;
2. Preferred Alternative Report; and
3. Preliminary Design (35% PS&E).

Task 3 – Environmental Analysis

The Grantee will prepare an environmental impact analysis in compliance with CEQA including sub-tasks such as consultation, public noticing, and submittals. This task includes the various internal meetings between the Grantee and their consultants.

Based on the findings of the Initial Study (IS) and biological surveys and assessment, the Grantee will complete an Administrative Draft environmental document and facilitate any requested Native American consultation consistent with the requirements of AB 52. The Grantee will provide the Administrative Draft for the Conservancy's review prior to release of the public draft. The Grantee will also consult with agencies that have regulatory or approval responsibility for proposed Project improvements, including California Department of Fish and Wildlife, Tahoe Regional Planning Agency, and Lahontan Regional Water Quality Control Board.

The Grantee will incorporate comments from the Administrative Draft environmental document and produce a version suitable for public distribution. They will submit the environmental document and notify to those who have previously requested such notice in writing, responsible and trustee agencies, and the County Clerk of Placer County.

Upon conclusion of the public review period, the Grantee will prepare a Final environmental document, which will consist of written responses to comments received on the draft document. The Grantee will also prepare a Mitigation Monitoring and Reporting Plan (MMRP) if one is required. Assuming Grantee's adoption of the environmental document and MMRP and approval of the project, the Grantee will also prepare and file a Notice of Determination (NOD).

Task 3 Deliverables:

1. Biological Assessment and Studies;
2. Administrative Draft IS/MND or other environmental document as determined;
3. Draft and final AB 52 consultation letters and consultation support;
4. Public environmental document;
5. Administrative Draft Final environmental document and MMRP; and

6. Final environmental document and MMRP.

Grant Schedule

The schedule below indicates the anticipated completion dates for the major deliverables of the grant.

| Milestones/Deliverables | Completion Dates |
|--|--|
| Task 1: Public Meetings and Outreach <ul style="list-style-type: none">• Public Engagement Plan• Public Meeting Summaries | August 2022 November 2022 |
| Task 2: Planning and Design <ul style="list-style-type: none">• Feasibility Report• Preferred Alternative Report• Preliminary Design (35% PS&E) | September 2022 November 2022 January 2023 |
| Task 3: Environmental Document <ul style="list-style-type: none">• Biological Assessment and Studies• Draft and final AB 52 consultation letters and support• Administrative Draft CEQA IS and environmental document• Public environmental document• Administrative Draft Final environmental document• Final environmental document | August 2023 June 2023 August 2023 October 2023 December 2023 January 2024 |

The Grant Coordinator must be notified of any delay in completion of the deliverables 45 days prior to the date in the Grant Schedule. For good cause shown, the Completion Dates may be extended upon written request by the Grantee. Such extension shall not be unreasonably denied.

EXHIBIT B
Budget Detail and Grant Schedule

Project: Flick Point II Water Quality & Ecosystem Improvement Project

Grant Budget

The budget has been authorized for a maximum of Three Hundred Thousand Dollars (\$300,000).

| Task | Activity | Budget |
|-------------|------------------------------|-------------------|
| 1 | Public Meetings and Outreach | \$ 12,000 |
| 2 | Planning and Design | \$ 43,500 |
| 3 | Environmental Document | \$ 215,000 |
| 4 | Project Management | \$ 29,500 |
| | Total | \$ 300,000 |

1. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, Grantee shall expend funds in the manner described in the Grant Budget. The dollar amount of an item in a Grant Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Director or designee; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Director or designee.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov. Final invoice must be clearly marked as "Final".
- C. The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form (**Exhibit D**) which contains:
 - The invoice number;
 - Grantee's name and address;
 - The number of the Agreement (i.e., CTA22013L);

- The date of the submittal;
- The amount of the invoice;
- Contact person and phone number;
- The expenditures broken down by task as shown herein
- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
- Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

The final invoice must be submitted on or before April 15, 2024.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

- C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the District in the performance of this Agreement until notice of termination.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
List of Assurances

By entering into the foregoing Agreement, the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Scope of Work. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.
3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."
5. Grantee will cause work on the Scope of Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved and will carry the work to completion with reasonable diligence.
6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.
7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.
8. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who

exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

EXHIBIT D
Request for Disbursement

CALIFORNIA TAHOE CONSERVANCY
GRANT PROGRAM INVOICE

(Reference Instructions on following page - Failure to follow instructions may result in non-payment of invoice)
THIS OFFICIAL INVOICE FORMAT MAY NOT BE MODIFIED

From:

Emily Bardakjian, Accountant
Placer County DPW
3091 County Center Dr., Ste. 220
Auburn, CA 95603
Email/phone

To:

Accounts Payable
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

accounts.payable@tahoe.ca.gov

CTC Grant Agreement No.:

CTA22013L

① Grantee Invoice No.:

22013-1

② Billing Period:

③ Submittal Date:

| GRANT FUNDS ONLY | | | | | | |
|------------------------------|---|---|--|--|---|--|
| Line Items | Grant Allotment (per line item of N/A) | ④ Previous Expenditures to Date (From previous invoice) | ⑤ Current Expenditures Grant Funds Only | ⑥ Total Expenditures to Date ④ + ⑤ = ⑥ | % of Line Item Budget Spent to Date ⑥ ÷ Grant Allotment = % | ⑦ If Applicable: Match For This Reporting Period Only |
| Public Meetings and Outreach | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Planning and Design | \$43,500.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Environmental Document | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| Project Management | \$29,500.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| | | | | | | |
| TOTALS | \$300,000.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |

FOR CTC STAFF

CTC Initials/Date

FOR DGS-CFS STAFF

Date Received from DWQ

Date to Accounting

GRANTEE SIGNATURE

⑧ Total Amount Due This Invoice

⑨ ☐ Final Invoice

10% Withheld (Retention)

10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.

CTC Date Stamp

DGS-CFS Date Stamp

⑩

Grantee Project Director or Designated Representative

Date

By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

⑪

Grant Manager

Date

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

EXHIBIT D
Request for Disbursement

Instructions for Grant Program Invoice

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

- ① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2022 to Mar 31, 2022. Example for monthly billing: Jan 1, 2022 to Jan 31, 2022.
- ③ **Date:** Enter the Date invoice is submitted.
- ④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "**Total Expenditures to Date.**" If first invoice, enter zero (0).
- ⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.
- ⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.
- ⑨ **Final Invoice:** Check this box for final invoice only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

- ⑪ **Grant Manager:** Original signature and date (in ink).

EXHIBIT E

Eligible and Ineligible Costs

In general, only direct costs for items within the scope of the project and the timeframe of the grant agreement are eligible for payment. Indirect Costs will not be reimbursed. Detailed staff costs may be requested prior to reimbursement or during the development of the grant workplan. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible activities and expenses include, but are not limited to:

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- project management/administration
- other relevant costs approved by Conservancy staff

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before Conservancy Board authorization of grant award
- all costs related to the preparation and submittal of the grant application
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- Per diem and mileage expenditures at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project
- indirect costs

EXHIBIT F

Reporting and Data Requirements

PROGRESS REPORTS

- a. Project Name, CTA#;
- b. Date Submitted, Reporting Period, Prepared by;
- c. Summary of work completed during reporting period;
- d. Discussion of any challenges or opportunities encountered in accomplishing the Scope of Work;
- e. Schedule Assessment (describe extent to which Scope of Work is on track with the schedule of deliverables);
- f. A narrative financial report comparing costs to date and the approved Scope of Work and budget. This report should state whether or not the Scope of Work is progressing within the approved budget, including an explanation of any potential deviations;
- g. Draft products, reports, interim findings, or other relevant data or materials produced, including a statement of task or milestones and a report of the status on each, and including as applicable, any public and agency meetings and the results of such meetings;
- h. Copies of any other relevant materials produced under the terms of the agreement; and
- i. Production Summary Table:

| Product | Scheduled delivery date | Actual delivery date | Amount expended this period | Total amt. expended to date | % of total budget expended to date | Percent of task complete | Status |
|---------|-------------------------|----------------------|-----------------------------|-----------------------------|------------------------------------|--------------------------|--------|
|---------|-------------------------|----------------------|-----------------------------|-----------------------------|------------------------------------|--------------------------|--------|

FINAL REPORT

- a. Project Name, CTA#;
- b. Date Submitted, Prepared by;
- c. Brief summary of the objectives of the project and how these objectives were accomplished;
- d. Findings, conclusions, data or recommendations for follow-up or ongoing activities;
- e. Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.);
- f. Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding;
- g. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and
- h. The work products identified in the Scope of Work.

ANNUAL EIP REPORTING

Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date. Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

DATA REPORTING FORMATS

Grantee shall submit all data required by the Agreement in one or more of the following formats, as applicable:

Tabular Data: Excel Spreadsheets, Access databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.

Spatial Data: ESRI-usable format, meaning the data must have special reference (coordinate system-geographic or projected, and a special extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<http://desktop.arcgis.com/en/desktop/latest/manage-data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that the Conservancy will enter spatial data into the State's BIOS, where applicable. BIOS is designed to enable the management, visualization, and analysis of biogeographic data collected by the Department of Fish and Wildlife and its partner organizations.

ACCESSIBILITY

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: <https://www.dor.ca.gov/Home/AB434>.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from MS Word.

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit, and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set.

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code, E-Mail address

Field Definitions: List and define each field.

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the URL or link to the service.

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None, or Planned.

Projection: What is the Projected Coordinate System name? Please define the complete projection information for your data.

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

| | |
|--------------------------------------|-----|
| Farming | 001 |
| Biota | 002 |
| Boundaries | 003 |
| Climatology/ Meteorology/ Atmosphere | 004 |
| Economy | 005 |
| Elevation | 006 |
| Environment | 007 |

| | |
|------------------------------|-----|
| Geoscientific Information | 008 |
| Health | 009 |
| Imagery/BaseMaps/ EarthCover | 010 |
| Intelligence/Military | 011 |
| Inland Waters | 012 |
| Location | 013 |
| Oceans | 014 |
| Planning / Cadastre | 015 |
| Society | 016 |
| Structure | 017 |
| Transportation | 018 |
| Utilities / Communication | 019 |

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc.